

REMARKS

Claims 3 and 4 are canceled herein. Claims 1, 2 and 5-41 now remain pending in the application.

35 USC 112 First Paragraph Rejection of Claims 3 and 4

The Office Action rejected claims 3 and 4 as allegedly failing to comply with the enablement requirement under 35 USC 112. In particular, the Examiner alleged that there is no description in Applicants' specification for "payment is for loan of said goods or lease of said goods".

Claims 3 and 4 are canceled herein. It is respectfully requested that the rejection be withdrawn.

35 USC 112 Second Paragraph Rejection of Claims 1 and 30

The Office Action rejected claims 1 and 30 as allegedly being indefinite under 35 USC 112.

In particular, the Office Action rejected claim 1 as allegedly being indefinite for reciting "directing payment for goods or services with wireless airtime". The Office Action indicated that the rejected language of claim 1 was interpreted as "using points or credits as payment for products or services".

The Applicants respectfully disagree with the Office Action's alleged indefiniteness of claim 1. Claim 1 specifically recites "directing payment for goods or services with wireless airtime units", not simply "wireless airtime". The Office Action has not fully considered the claimed features of claim 1. However, to more clearly recite the claimed features, claim 1 is amended herein to recite "directing payment for goods or services with wireless airtime units credited to a wireless service account".

In particular, the Office Action rejected claim 30 as allegedly indefinite for reciting "maintaining said first wireless account on behalf of a website". Claim 30 is amended here to recite "maintaining said first wireless account on behalf of an e-tailer, said e-tailer associated with a website"

It is respectfully submitted that claims 1 and 30 are now in full conformance with 35 USC 112. It is respectfully requested that the rejection be withdrawn.

Claims 1-8, 21, 23, 26, 27, 29-32 and 34-37 over Walker

In the Office Action, claims 1-8, 21, 23, 26, 27, 29-32 and 34-37 were rejected under 35 U.S.C. §102(e) as allegedly being anticipated by U.S. Patent No. 6,377,669 to Walker et al. ("Walker"). The Applicants respectfully traverse the rejection.

Claims 3 and 4 are canceled herein, making the rejection of claims 3 and 4 now moot.

Claims 1, 2 and 5-8 recite directing payment for goods or services with wireless airtime units credited to a wireless service account. Claims 21, 23, 26 and 27 recite reducing a maintained count of wireless airtime units in a wireless service account when an entity exchanges wireless airtime units for a particular offering. Claims 29-32 recite receiving an electronic message that a first entity desires to exchange wireless airtime units with a second entity and transferring at least one wireless airtime unit from the a wireless account to a second wireless account. Claims 34-37 recite an exchange component executable in a processor to transfer, in exchange for an offering associated with a second wireless device, at least one wireless air unit from a first wireless account to a second wireless account.

The Examiner alleges that Walker discloses directing payment for goods or services with wireless airtime units at col. 1, lines 35-42 and col. 2, lines 15-62.

Walker appears to disclose a slot machine that rewards a player with free telephone time (See col. 3, lines 24-48). However, Walker fails to disclose or suggest the use of a wireless air unit for any reason, much less for payment and exchange, as recited by claims 1, 2, 5-8, 21, 23, 26, 27, 29-32 and 34-37.

Moreover, Walker only mentions wireless anything in the context of a wireless link between a slot network server and a slot machine (See col. 4,

lines 10-12). Thus, as discussed above, Walker fails to disclose or suggest the use of a wireless air unit for any reason, much less for payment and exchange, as recited by claims 1, 2, 5-8, 21, 23, 26, 27, 29-32 and 34-37.

Hence, the rejection of claims 1, 2, 5-8, 21, 23, 26, 27, 29-32 and 34-37 should be withdrawn because it fails to demonstrate that the applied reference discloses each and every element of the claim. See MPEP 2131. "The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). "Anticipation cannot be predicated on teachings in the reference which are vague or based on conjecture." Studiengesellschaft Kohle mbH v. Dart Industries, Inc., 549 F. Supp. 716, 216 USPQ 381 (D. Del. 1982), aff'd., 726 F.2d 724, 220 USPQ 841 (Fed. Cir. 1984).

A benefit of a system and method of using of a wireless air unit for payment and exchange is, e.g., eliminating wasted wireless air units. Many users of cellular service plans purchase a large number of wireless air units to avoid going over their allotted wireless air units in the event they have a heavy use month. Going over allotted wireless air units typically incurs a large monetary penalty. However, purchase of a large number wireless air units typically leaves a large number of wireless air units unused by the end of a billing statement, with unused wireless air units typically expiring by the end of a billing statement. Thus, use of a wireless air unit for payment or exchange of a good or service, a cellular service plan owner is encouraged to purchase a larger cellular service plan without requiring the user to give up unused wireless air units. The cited prior art fails to disclose or suggest the claimed features having such benefits.

Accordingly, for at least all the above reasons, claims 1, 2, 5-8, 21, 23, 26, 27, 29-32 and 34-37 are patentable over the prior art of record. It is therefore respectfully requested that the rejection be withdrawn.

Claims 9-20, 22, 24, 25, 28, 33 and 38-41 over Walker in view of Goldhaber

In the Office Action, claims 9-20, 22, 24, 25, 28, 33 and 38-41 were rejected under 35 U.S.C. §103(a) as allegedly being obvious over Walker in view of U.S. Patent No. 6,563,9195,794,210 to Goldhaber et al. ("Goldhaber"). The Applicants respectfully traverse the rejection.

Claims 22, 24, 25, 28 and 33 are dependent on claims 1 and 29 respectively, and are allowable for at least the same reasons as claims 1 and 29.

Claims 9-17 recite offering wireless airtime units to a user in response to the user performing an action on a web site. Claims 18-20 recite crediting a wireless device account associated with a user with a given number of wireless airtime units when the user accesses electronic information. Claims 22, 24, 25 and 28 recite reducing a maintained count of wireless airtime units in a wireless service account when an entity exchanges wireless airtime units for a particular offering. Claim 33 recites receiving an electronic message that a first entity desires to exchange wireless airtime units with a second entity and transferring at least one wireless airtime unit from a first wireless account to a second wireless account. Claims 38-41 recite a processor in communication with both an e-tailer website and a wireless service account, the processor being configured to increase a count of wireless airtime units when an entity performs a desired action on the e-tailer web site.

As discussed above, Walker fails to disclose or suggest the use of a wireless air unit for any reason, much less for as credit for use of a web site, accessing electronic information, in exchange for a particular offer, for transfer to a wireless account and for performing a desired action on an e-tailer web site, as recited by claims 9-20, 22, 24, 25, 28, 33 and 38-41.

The Office Action relies on Goldhaber to allegedly make up for the deficiencies in Walker to arrive at the claimed invention. The Applicants respectfully disagree.

The Office Action acknowledges that Walker fails to disclose offering wireless airtime units to a user in response to the user performing an action on a web site (See Office Action, page 9). The Office Action alleges that

Goldhaber discloses a system that awards points to users in response to the users performing an action on a web-site at col. 11, lines 7-32. Thus, the Examiner ACKNOWLEDGES that Goldhaber fails to make up for the ACKNOWLEDGED deficiencies in Walker, i.e., disclose wireless airtime units for any reason, much less disclose offering wireless airtime units to a user in response to the user performing an action on a web site, as recited by claims 9-17.

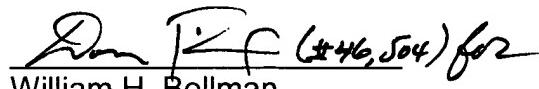
Thus, neither Walker nor Goldhaber disclose or suggest a system and method using a wireless air unit for any reason, much less for as credit for use of a web site, accessing electronic information, in exchange for a particular offer, for transfer to a wireless account and for performing a desired action on an e-tailer web site, as recited by claims 9-20, 22, 24, 25, 28, 33 and 38-41.

Accordingly, for at least all the above reasons, claims 9-20, 22, 24, 25, 28, 33 and 38-41 are patentable over the prior art of record. It is therefore respectfully requested that the rejection be withdrawn.

Conclusion

All objections and rejections having been addressed, it is respectfully submitted that the subject application is in condition for allowance and a Notice to that effect is earnestly solicited.

Respectfully submitted,



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